

2:05CV636-1-

(WO)

RECEIVED

2005 JUL 27 P 1:33

U.S. DISTRICT COURT
MONTGOMERY, ALABAMA

United State District Court
One Church Street
Montgomery, Alabama

I ~~am~~ ~~amend~~ for amend. I would like to improve my Complaint. I am willing to revise my mistake please forget me for my faults. I am seeking asking the Court for to grant Amend to us please.

Respectful
Yours

Frank King

So the Court Ask you around. I am
Not A Lawyer. I Went to the library
Read up on how to file a Complaint
then this Court. I read the Black
Law Dictionary has been helpful

Am King

Attachment
(1)

Statement of Rejection!

Kinsey vs Citigroup

August 17, 2004

RECEIVED
2005 JUL 27

Mr. & Mrs C. H. Kinsey

RT 2 Box 284

Headland, AL 36345

Attorney At Law
C. James Gould

Post office 4160

Montgomery AL 36103

Re: Settlement with Citigroup

Dear Mr. Gould regarding this settlement enclosed Mr. C. H. Kinsey and I refuse to sign these settlement papers. We will not give up our rights to a trial against Citifinancial. We are seeking monetary damages as a result of alleged wrong doing related to our loans. due to facts this is our rejection. this litigation will proceed in the tort system. the truth must be revealed. by signing these statements would weaken the truth. whatever the judge award will be expected.

Respectful
Yours Mrs. Jean Kinsey

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These are the companies who violate my
rights. address

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2005 JUL 27 P 1:33

⑧
Citifinancial Corporation LLC
2407 Montgomery Hwy Ste 1
Dothan, Alabama 36303-2651

Case # Civil Action #

2:05CV636-F
(WO.)

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These are the companies who violate my rights
address

Commercial Credit Corporation LLC
2407 Montgomery Ave Ste 1
Dothan, Alabama 36303-2651

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These are the companies who violate my rights
address

Associates Corporation LLC
2407 Montgomery Hwy Ste 1
Dothan, Alabama 36303-2651

These are the companies who: stated my rights
addresses

Innsmouth Financial Corporation

2407 Montgomery HWY Ste 1

Dothan, Alabama 36303-2651

These are the companies who violated my rights
Address:

Kentucky Finance Corporation LLC

2407 Montgomery Hwy Ste 1

DOTHAN, Alabama 36303-2651

State Specific Dates City racial, Associate
Commercial Credit, Kentucky finance and trans-
South financial Violated my rights

I ~~January~~ were aware my rights were violated
On August 5, 2004 when these companies
agreed to a settlement out of court. I informed
my lawyer right away opposing the settlement
He Contact me 4 months later in December
5, 2004 request me to take settlement
Attachment # 1

Civil action # 2:05 CV 636-F
(WO)

3 Description: All Action violate my Rights

Citifinacial, Associates, Commercial Credit, Kentucky Finance, And Ironsouth Financial 05-636

I ~~am~~ ~~was~~ Were the Client (Customer) of these Companies. these are the Companies that has hurted injured me. due to a loan

1) has been Mislead by Misrepresentation of loan has Cause me to be distress asking the Court to grant me \$200,000.00 for this violation

1) distress these Companies has me trouble they sent a letter in June 4 2005 Stated they had loss my Credit history. someone may get our identity such as Social Security Number Date of birth for the rest of our life we has this burden on us I am worried. asking the Court to grant me \$200,000.00 for this violator

(2) Anxiety these Companies has Cause ~~me~~ ^{me} Anxiety Attack I am trying to librate this Complaint and just turn all to pieces I feel so unable to cope with all of this. I am seeking the Court for help please please helpes in Jesus Name. asking the Court to grant me \$200,000.00 for this violation.

(3) I am hurt & the Misrepresentation of Citifinancial
 I have anxiety worried about what may happen
 happen to my Social Security Number with citi-
 financial date of birth this anxiety will be with
 me for the rest of my life and here after people
 can use your identity after death. June 4, 2005 the
 sent me this letter about our Credit history has been
 lost see in your file Attachment # 6. I am asking
 the Court to grant me \$200,000.00 for this violation

(4) I am oppressed I trusted Citifinancial not
 know they were misleading us take out a loan
 for one amount then when you billing statement
 come that have a large amount. my mind is
 hearing think on this problem all the time. I am
 asking the Court to please help serve justice
 I am asking the Court to grant me \$200,000.00

(5) Fraudulent my rights the whole Contract
 is misrepresentation the Contract is in file
 with the Paperwork I sent out before this
 Amend. I am asking the Court to grant me \$200,000.00
 for Fraudulent.

A Description of All Action I've taken to protect my rights
These Companies has hurted me with
embarrassment they misled in the Contract
they knew they were making a fool
of us while we sign the Contract I feel
Confused by these Companies I am asking
the Court to Grant me \$200,000.00 for
embarrassing me

(7) Mental distress I am just a step away for talking with a ~~ph~~ psychiatrist. these Companies has Cause this harm to me I can't Sleep Can't eating I am hurting in my mind. I have my crying hours at work. I need my job, I need my family, I need to get myself together please help. ^{asking the Court to grant me} \$200,000.00 for this violation

(8) Physical hurt by these Companies have ^{cause} tension headaches all the time please serve justice. I am asking the Court to grant me \$200,000.00 violation.

These Compa is violated my rights
My feeling are hurt spiritual, physical and mental
to know the Misrepresentation my Loans:

- 1) Misrepresentation saying asking Court to grant
\$200,000.00 violator
- 2 Misrepresentation of loan ^{asking Court} \$200,000.00 grant
_{amount} violator
- 3 Misrepresentation of Cost of Credit insurance, ask
the Court to Grant \$200,000.00 violator
- 4) Misrepresentation of insurance Court \$200,000.00
We are Asking the Court to Grant to me for
this violator
- 5) Failure to disclose Cost and Term of Credit insurance
We are Asking the Court to Grant \$200,000.00
for this violator.
- 6) Misrepresent of Credit insurance refund we are
asking the Court to Grant me \$200,000.00

Unfair Collection Practices Asking the Court
to please Grant Me ^{\$}200,000.00 for this
Violation.
①-

8-Truth in Lending Act Violation ^{\$}200,000.00
for this Violation Asking the Court to please
Grant this amount

9. Equal Credit Opportunity Act Regulation B
Violation and Credit Reporting Act Violation
Asking the Court to Grant Me ^{\$}200,000.00

I am asking the Court to please
Grant me \$200,000.00 per each Violation
I has 18 Violation Against Citifinancial,
Associate Commercial Credit, Kentucky
Finance, and Transouth financial
I am asking the Court to grant me 3.6 Million Dollars
Against Citifinancial Corporation

Civil Action #

2: 05CV636-F

(WO)

I am asking the Court to please
Grant me \$200,000.00 per each Violation
I has 18 Violation Against Citifinancial,
Associate Commercial Credit, Kentucky
Finance, and Transouth financial
I am Asking the Court to grant me 3.6 Million Dollars
Against Kentucky Finance Corporation

Civil action 2:05CV636-F
(wo)

I am asking the Court to please
Grant me \$200,000.00 per each Violation
I has 18 Violation Against Citifinancial,
Associate Commercial Credit, Kentucky
Finance, and Transouth financial
I am asking the Court to grant me 3.6 Million Dollars
Against Commercial Credit Corporation

Civil Action 2:05 CV 636-F
(WO)

I am asking the Court to please
Grant me \$200,000.00 per each Violation
I has 18 Violation Against Citifinancial,
Associate Commercial Credit, Kentucky
Finance, and Transouth financial
I am asking the Court to grant me 3.6 Million Dollars
Against Associate Corporation

Civil Action 2: 05CV636-F
(WD)

I am asking the Court to please
Grant me \$200,000.00 per each Violation
I has 18 Violation Against Citifinancial,
Associate Commercial Credit, Kentucky
Finance, and Transouth financial
I am Asking the Court to grant me 3.6 Million Dollars
Against Transouth financial Corporation

Civil action # 2:05CV636-F
(WO)

**SETTLEMENT AGREEMENT, RELEASE
FOR CLAIMANTS WITH UNFILED CLAIM**

This Settlement Agreement and Release (the "Settlement Agreement" or "Agreement") is made and entered into this the ____ day of _____, 2004, by and between **Janie Kinsey** and **C.H. Kinsey** ("Releasers") and CitiFinancial Credit Company and Associates First Capital Corporation for themselves and for all of their respective consumer finance lending subsidiaries and affiliates, and each of their past and present predecessors, successors, assigns, parents, subsidiaries and affiliates (hereinafter referred to collectively as the "CitiFinancial Parties") (Releaser and the CitiFinancial Parties are collectively referred to as the "Parties").

RECITALS

A. Releasers have made claims against one or more of the CitiFinancial Parties, arising out of alleged wrongful acts or omissions by the CitiFinancial Parties. Releasers seek to recover monetary damages as a result of alleged wrongdoing related to a loan or loans made to Releasers (such loan transaction(s) including the sale of insurance or other products or services related thereto being herein referenced as the "Loan(s)"), and Releasers allegedly sustained damages as a result of the Loan(s).

B. The Parties desire to enter into this Settlement Agreement to fully settle, compromise and resolve their difference with respect to any loans made by the CitiFinancial Parties to the Releasers and with respect to any and all insurance sold by CitiFinancial Parties to the Releasers upon the terms and conditions set forth below.

AGREEMENT

The Parties agree as follows:

1. In consideration of the payment by the CitiFinancial Parties to Releasors of \$10,259.11, and other good and valuable consideration, the sufficiency of which is hereby acknowledged, the Releasors hereby completely release and forever discharge, and by these presents do for themselves, and for their assigns, agents, representatives, privies, attorneys, heirs, executors, administrators, and beneficiaries, releases, and forever discharges (a) the CitiFinancial Parties, (b) its present, former, and future parent, subsidiary, and affiliated companies (including without limitation Associates Financial Services Company, Inc.; Associates Investment Company; Associates Financial Life Insurance Company; Associates Insurance Company; Associates Home Equity Services Inc.; Citigroup Inc., CitiFinancial Corporation, CitiFinancial, Inc.; and CitiFinancial Mortgage Company, Inc.), (c) any company whose products or services were sold or offered to Releasors by the CitiFinancial Parties or any other of the Releasees (including without limitation American Security Insurance Company; Union Security Life Insurance Company; and Standard Guaranty Insurance Company), and (d) each of the foregoing's insurers, reinsurers, predecessors in interest, and successors, and these companies' past, present, and future officers, directors, employees, servants, attorneys, legal and beneficial shareholders, partners, privies, representatives, assigns and agents (collectively, the "Releasees") of and from all manner of actions, causes of action, lawsuits, claims, damages, debts, obligations, liabilities, promises, defenses, agreements, costs, expenses (including attorneys' fees), and demands of whatever kind or nature, whether known or unknown, that Releasors now have, had, or may hereinafter claim to have, in law or equity, whether based on statute, tort, contract, or other theory or recovery, as of the date of this Agreement, including without limitation those which (i) comprise, arise from, are related to, are based upon, or are connected with the Loan(s); (ii) arise from, are related to, are based upon, or are connected with any loan, note, extension of credit, refinancing, purchase of credit insurance, or other dealings between Releasors

FOCUS
✓ and the CitiFinancial Parties and/or any other of the Releasees; (iii) arise from, are related to, are based upon or are connected with claims of misrepresentation of savings; misrepresentation of loan amount; misrepresentation of cost of credit insurance; misrepresentation of insurance coverage; failure to disclose cost and terms of credit insurance; misrepresentation of credit insurance refund; unfair collections practices; Truth in Lending Act violations; Equal Credit Opportunity Act Regulation B violations; and Fair Credit Reporting Act violations; and (iv) any other claims based upon state, federal, or common law.

2. The Releasors acknowledge and agree that the release and discharge set forth above is a general release. The Releasors expressly waive and assume the risk of any and all claims for damages which exist as of this date, but of which the Releasors do not know or suspect to exist, whether through ignorance, oversight, error, negligence or otherwise, and which, if known, would materially affect the Releasors' decision to enter into the Settlement Agreement. The Releasors further agree that this release is a complete compromise of matters involving disputed issues of law and fact. The Releasors assume the risk that the facts or law may be other than the Releasors believe. It is understood and agreed to by the Parties that this settlement is a compromise of a doubtful and disputed claim, and the payment of consideration by CitiFinancial Parties is not to be construed as an admission of liability on the part of the CitiFinancial Parties by whom liability is expressly denied.

3. It is agreed that the aforesaid consideration is not a payment for damages but is paid solely for the purchase of peace from the Releasors and to secure the full, complete, and final discharge of the Releasees and any company whose products or services were sold by Releasees from any and all claims, demands, actions, or causes of action that Releasors may now or hereafter have against them arising out of or being in any way related to the claims made in connection with the

Loan(s), and Releasors hereby agree that such claims, demands, actions, or causes of action are wholly and forever satisfied and extinguished.

4. Each party hereto shall bear all attorneys' fees and costs arising from the actions of its own counsel in connection with this claim, this Settlement Agreement and the matters and documents referred to herein, and all related matters.

5. In entering into this Settlement Agreement, the Releasors represent that they have relied upon the advice of their attorneys, who are their attorneys of choice, concerning the legal consequences of this Settlement Agreement; that the terms of this Settlement Agreement have been completely read and explained to the Releasors by their attorneys; and that the terms of this Settlement Agreement are fully understood and voluntarily accepted by the Releasors.

6. The Releasors represents and warrant they are of legal age and have no mental disability of any kind, which would prevent their willful, knowing and voluntary execution of this Release. The Releasors further represent and warrant that no other person or entity has, or has had, any interest in the claims, demands, obligations or causes of action referred to in this Settlement Agreement, except as otherwise set forth herein; that the Releasors have the sole right and exclusive authority to execute this Settlement Agreement and receive the sums specified in it; and that the Releasors have not sold, assigned, transferred, conveyed or otherwise disposed of any of the claims, demands, obligations or causes of action referred to in the Settlement Agreement.

7. Releasors agree that neither they nor their attorneys nor other representatives shall reveal to anyone, other than as required by order of a court of competent jurisdiction, as otherwise provided for herein or as may be mutually agreed to in writing by Releasees, any terms of this Settlement Agreement, any of the amounts, numbers or terms and conditions of any sum payable to Releasors hereunder, or any information concerning Releasors' claims against Releasees or any

company whose products or services were sold by Releasees. The Releasors will not make any statements to the media and if asked about the settlement shall state only that the Parties have reached a settlement. Notwithstanding the foregoing, to the extent reasonably necessary, a Releasors may without obtaining the prior written consent of each of the CitiFinancial Parties disclose the substance of this Agreement and/or its terms to their attorneys in connection with obtaining legal advice, to accountants, tax consultants, or other professionals for the purpose of financial advice, tax advice, or financial or tax reporting or to any governmental or regulatory agency or authority to the extent required by any statute, regulation, or ordinance. Payment to the Releasors is conditioned on compliance with this confidentiality provision.

8. This Agreement may be subject to the approval of the appropriate bankruptcy court and/or trustee for any Releasor who is involved in bankruptcy proceedings. Any Releasors who are involved in any bankruptcy proceedings hereby represent that they have obtained the necessary approval from the bankruptcy court and/or the bankruptcy trustee to enter into this agreement.

9. This Settlement Agreement shall be construed and interpreted in accordance with the laws of the state in which the Releasors reside.

10. All Parties agree to cooperate fully and execute any and all supplementary documents and to take additional actions that may be necessary or appropriate to give full force and effect to the basic terms and intent of this Settlement Agreement.

11. This Settlement Agreement contains the entire agreement between the Parties with regard to the matters set forth in it and shall be binding upon and enure to the benefit of the executors, administrators, personal representatives, heirs, successors and assigns of each. **HOWEVER, NOTHING IN THIS SETTLEMENT AGREEMENT SHALL AFFECT THE CONTRACTUAL OBLIGATIONS OF RELEASORS TO THE RELEASEES UNDER ANY**

LOAN DOCUMENTS EXECUTED BY THEM. THOSE OBLIGATIONS ARE AND SHALL CONTINUE TO BE GOVERNED BY THE LOAN DOCUMENTS. In addition, Releasors acknowledge and agree that any and all claims of the Releasors in connection with their indebtedness to one or more of the Releasees shall be released upon Releasors' execution and delivery of this Agreement by that Releasors and upon payment of the consideration enumerated in paragraph 1, above.

12. Releasors acknowledge and agree that (i) CitiFinancial Parties may report any payments made pursuant to this Agreement to the Internal Revenue Service and/or state and local tax authorities or agencies; (ii) they are solely responsible for determining and satisfying any tax liability resulting from any payments made pursuant to this Agreement; and (iii) that CitiFinancial Parties have made no representations, or offered any advice or opinion, concerning the tax consequences of the Parties' settlement or payments made under this Agreement.

13. The Parties acknowledge and agree that this Agreement and its provisions shall be construed according to their common or ordinary meaning and without interpretive favor or prejudice to any Party.

14. The Parties acknowledge and agree that this Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same Agreement.

15. If any term or condition of this Agreement or the application thereof to any Party or circumstance shall to any extent be declared invalid or unenforceable, neither the remainder of this Agreement nor the application of such term or condition to any other Party or circumstance shall be affected thereby, and each remaining term or condition of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

16. This Settlement Agreement shall become effective immediately following execution by each of the Parties.

17. The Releasors acknowledge that all representations contained herein are material representations without which no part of the sums stated herein would be paid to Releasors.

CLAIMANT

Name: _____

DATE: _____

SS#: _____

SWORN TO AND SUBSCRIBED BEFORE ME, this the ____ day of _____, 2004.

NOTARY PUBLIC

My Commission Expires:

CLAIMANT

Name: _____

DATE: _____

SS#: _____

SWORN TO AND SUBSCRIBED BEFORE ME, this the ____ day of _____, 2004.

NOTARY PUBLIC

My Commission Expires:

CLAIMANTS' ATTORNEYS

C. LANCE GOULD, personally and on behalf of the
law firm of BEASLEY, ALLEN, CROW, METHVIN,
PORTIS & MILES, P.C. AS TO
CONFIDENTIALITY PROVISIONS

DATE: _____

A description of all the actions which violated my right: Attorney C. Lance Gould is my Lawyer.

Civil Action
2:05CV636-F
(WO)

I ~~Janie Kenney~~ Ask Mr. Gould to let our case be settle in Court. I wanted a fair trial Against Citifinancial, Associated, Commercial Credit, Kentucky finance, and Transouth. He Mislead me. He stated in the letter I have a right to Settle out of Court or let the Court Settle this case for us. My choice to go to Court, he hinder me for a fair trial he dismiss himself. ask the court grant me \$100,000.00 Violation

(1) I am hurt he neglected - ignore ^{that} I do have a right to a fair trial. asking the court to grant me 100,000.00 Violation

(2) Mr. C. Lance Gould Fraudulent me he pretend I had a choice to except the settlement or go to Court. When explain to him I prefer to go to Court he Dismiss himself that is very tricky and deceitful asking the Court to grant me \$100,000.00 on this Violation

(3) Mr. C. Lance Gould has trespass has done an illegal act tried to force me to except the settlement. this is the reason he dismiss himself. one of the reason I am asking the court grant me \$100,000.00 Violation

I am so Oppressed. Mr. C. Lance Gould has Oppressed me. I trusted Mr. C. Lance Gould this is the reason we killed him through maybe he if it were a problem with Citifinancial Companies would ^{he} do right and solve the problem. He has caused me more weigh on my mind when he dismises himself from my case. I ask myself what have I done to cause him to mistreat me like this all because I oppose the Settlement he Oppresses me Mental and physical. Oppression asking court to grant me \$100,000.00.

5) Mental distress - Mr. C. Lance Gould has caused me ~~horror~~ horrors. I awake up crying asking myself why me? I feel like there is NO peace in my mind this is a tribulation he has caused me ~~to~~ ^{to} ~~Worst~~ ^{Worst} I am asking the court to grant me \$100,000.00 violation

6) Physical distress - Mr. C. Lance Gould. I have excruciating pain in my head can't sleep when I take a sleeping pill such as Sleepaid I am still awake. I am asking the Court to please take in consideration please help us win this case to justice. I am asking the court to grant me \$100,000.00 violation

7) Wonton Injury - Mr. Lance Gould deliberately malicious. He intend to hurt me see his letter date March 25, 2005 ^{he} stated go find you another lawyer before time run out. He didn't care about my feeling - physical or mental I am asking the court to grant me \$100,000.00 on this violation

7 Discrimination Mr. Lance could violate my right to a fair trial because, I am a Africa American I have discern if I wasn't a Africa American he would have respected my right and would have handle my case appropriate. I am asking the Court to please help. solve incident. 100,000.00 for this violation

the Court have the letter Mr. C. Lance sent me on March 5, 2005 Attachment # 2 its in my file
Misrepresentation - the Mr. Gould spoke improper ^{stated} by signing the settlement form were giving up our right to a trial in March 5, 2005 dismiss himself because we would sign the settlement form he spoke one statement and his action done another

The Specific Date my Lawyer
Violated my rights

March 5, 2005 its on file with
first complaint see Attachment
2

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These are the individual names and address
my lawyer

Mr. C. Lance Gould
P.O. BOX 4160
Montgomery, Alabama
36103-2343

Against my lawyer there are 9 violations

Asking the Court to Grant me one
Hundred thousand dollars each please

\$100,000.00

Total Amount Seeking relief

900,000.00